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Second report on the cost-benefit of office accommodation at ECLAC, Port of Spain (Trinidad and Tobago)

Note by the Secretary-General

The Secretary-General has the honour to transmit to the Economic and Social Council the report of the Joint Inspection Unit entitled "Second report on the cost-benefit of office accommodation at ECLAC, Port of Spain (Trinidad and Tobago)" (JIU/REP/92/2).

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JIU/REP/92/2
Geneva, January 1992

SECOND REPORT ON THE COST-BENEFIT OF OFFICE ACCOMMODATION AT ECLAC, PORT OF SPAIN, TRINIDAD AND TOBAGO

Prepared by

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Joint Inspection Unit

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ANNEXES:

COPIES OF LEASES

1) ECLAC (Trinidad and Tobago) ..... 7 and 18 (see references)

2) ILO office ..... 13 and 18 (see references)

3) UNDP office* ..... 13 and 18 (see references)

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* The UNDP lease is the same as the signed, recorded lease to be found in the official archives.

SUMMARY OF THE REPORT

In 1987, the Joint Inspection Unit, during a visit to ECLAC headquarters at Santiago, Chile, decided to step up efforts to achieve greater savings in the efficient rational use of United Nations resources for carrying out ECLAC activities. This exercise led to report JIU/Note/87/2.

That report/note pointed out the need to enlarge and relocate the work space of some of the ECLAC offices, located in a rented building near the headquarters building in Santiago, Chile.

The offices were in a building where ECLAC had to pay rent that included, among other costs, a 6 per cent annual increase. The rent was paid partly from the United Nations regular budget and partly from extrabudgetary funds donated by the United Nations Population Fund. ECLAC had been paying this rent for 10 years. The landlords had decided, for personal reasons, to reduce the amount of space they were willing to lease to ECLAC. Another viable solution had to be found for ECLAC, while keeping in mind the need for the greatest possible savings to the United Nations. The space required was about 2,500 m^2. Following a detailed study of a number of places available on ECLAC property and taking into account all factors such as environmental impact and the risks of climatological phenomena, etc., it was decided to build a new building in what was then a parking area. The building would consist of modular offices and would meet the aesthetic requirements stipulated by the specifications as the cardinal rule for United Nations construction work. This was done using the rental appropriation from the regular budget and extrabudgetary funds, which together amounted to only $632,000.

In Port of Spain, the problem is more acute, since the rental space available for offices of the specialized agencies is very expensive (see table II, p. 8) and the lease terms offered are not very advantageous for international tenants. However, the Government has offered to make land available free of charge for international organizations to build on. The Conclusions and Recommendations section of the report gives fuller details of this offer.

SECOND REPORT ON THE COST-BENEFIT OF OFFICE ACCOMMODATION AT ECLAC, PORT OF SPAIN, TRINIDAD AND TOBAGO

I. INTRODUCTION

1. As a result of the report of the Joint Inspection Unit (JIU/Note/87/2) on the rational use of space and the location of offices at ECLAC headquarters in Santiago, Chile, we decided to follow up the problem of functional office accommodation in the search for a permanent, low-cost solution for the subregional office.

2. The Santiago case was a special one, unusual circumstances having arisen there because of natural phenomena such as underground seepage of water and damage caused to the buildings by the 1985 earthquake. These made it necessary to move offices to an adjacent building belonging to an organization that is not part of the United Nations system, to which ECLAC was obliged to pay rent. Under the lease for the new premises, ECLAC had to pay an automatic 6 per cent annual rent increase or lose the right to use the building, in other words, face cancellation of the lease.

3. Although the subregional office at Port of Spain, Trinidad and Tobago is not affected by natural phenomena, its capacity for expansion, efficiency and effectiveness is restricted because its premises are very small and their location makes access difficult. This situation is a hindrance to the manifold activities of the office, which serves all the Caribbean countries, thereby preventing the orderly fulfilment of the day-to-day tasks of the regional economic subcommission.

II. BACKGROUND

4. Until early 1988 the subregional office at Port of Spain, Republic of Trinidad and Tobago, occupied space in the Salvatori building, situated in a heavily populated area to which access is difficult for the general public.

5. At that time, the offices occupied an area of a little over 350 m^2. Of this, the host Government undertook to pay the total rent for the space rented under the original lease - around 275 m^2. An additional 150 m^2 were subsequently required owing to the expansion of the office and the subcommission's programmes, and these were paid for with ECLAC funds, at a monthly cost of TT$ 3,926.40 (around US$ 1,500).

6. Office expansion continued owing to the increase in the provision of new Caribbean States (all members of the United Nations). Office space had to be increased by some 200 m^2. When the host Government's economic situation caused it to stop paying rent, an attempt was made to find appropriate premises rent-free. This proved impossible because the Government decided to focus its priorities on domestic sectors that required immediate attention. As a result, and faced with a de facto situation, ECLAC was forced to look for a solution to the problem.

7. Having made a number of attempts to find alternative space that would meet the minimum requirements for the proper discharge of its activities, the subregional office decided to move temporarily to premises in the city centre which did meet its minimum requirements at the time (1988) but were only a temporary solution. Located in the Guardian Building on Saint Vincent Street and belonging to the Trinidad Publishing Company, these premises were rented at an annual cost of TT$ 330,069 (about US$ 90,000), paid entirely from the ECLAC budget.

8. After almost three years' occupancy, the space has become insufficient, the offices are uncomfortable and most of the time the staff have to work in difficult conditions because of the lack of ventilation and air-conditioning. Some areas lack fire protection. The requisite storage space does not exist and, lastly, the location of the office, in the city centre does not allow them sufficient space to do their job properly. There is no parking space for either the public or the staff, so that all users of the office's services have problems of access because of the building's poor location. Consequently, after three years, the building has proved unsuitable for the operations of the subregional office.

III. CURRENT PROBLEM

9. For the reasons stated above, the subcommission's present offices have now reached a critical point and cannot expand at all in the building they now occupy. However, such expansion is necessary owing to the growth of programmes in the area, which in turn calls for an increase in service capacity. The constant demand for services and the presence of users - the Caribbean States to whom these services are provided - have generated such an increase in human traffic that it is impossible to do productive work in either the medium or the long term. These conditions are simply a recipe for an unfavourable working environment that is bound to give poor results.

10. We calculate that, given the above difficulties, the offices will reach their critical point within the next two years when new programmes are launched.

IV. ALTERNATIVE SOLUTIONS

11. Although it has no formal agreement with ECLAC concerning the payment of rent for the new premises in the Guardian Building, the Government of Trinidad and Tobago (the host Government) favours the continued presence of the United Nations and its specialized agencies in Trinidad and Tobago. The increase in the number of Member States and the important role they will play in the region's development strategy in the coming decade are enhancing the office's importance and adding weight to the United Nations presence.

12. In the course of informed conversations with senior officials of the host Government, the inspector and the ECLAC administrators found out that the Government of Trinidad and Tobago was prepared to make a piece of land available, at no cost to the United Nations or the agencies, for the use of

whichever international organizations might be interested. Various possibilities were looked into and, of these, the area that seems best fitted for occupancy by the agencies of the United Nations system is the Chaguaramas area (the site of an abandoned military base), which has been vacant for less than five years and already has all the necessary infrastructure, such as streets, electricity, water, sewage system, etc.

13. The actual physical installation of an office of the United Nations system on that site could trigger the creation of an international centre which would enjoy the support of any Government, combined with the prospect of building its facilities in line with its present and future needs. The proximity of the offices for immediate communication would also permit the requisite coordination of work policies, without problems of confusing and tedious travel. The project therefore strikes us as worthwhile from a logical and functional standpoint.

14. There are several reasons why it would be feasible for ECLAC to choose this alternative, namely:

(a) The subcommission's offices would be located in an area offering all the necessary facilities for doing a good job.

(b) They would be located in an area where all the subcommission's current functions could be accommodated, as well as those envisaged for its future expansion.

(c) The possibility of obtaining an area four or five times larger than that now occupied by the subcommission, so that future expansion can realistically and effectively be planned.

(d) Once the offices were installed, the current rent would no longer have to be paid. Instead, the equivalent of rent for two (2) bienniums would be used to achieve a functional, efficient and lasting result without drawing on the United Nations regular budget.

V. SUGGESTIONS

15. Considering that the host Government may be willing to donate the land for the construction of the aforementioned buildings, which would cover an area four to five (4-5) times larger than the present offices of the subcommission, the project appears eminently feasible and should be possible to carry out with maximum economy and without requiring further contributions by Members States. This is borne out by the construction, in the previous financial year, of premises for other ECLAC offices (see JIU/Note/87/2) at a cost of US$ 632,000 (see document A/45/796).

VI. CONCLUSIONS AND RECOMMENDATIONS

16. The need for a subregional office in the Caribbean to facilitate the activities of Member States of the subregion is evident. Ever since they were

set up these offices have been prevented by financial constraints from working in the physical conditions that would enable them to do their job properly. We are referring to the fact that they must work in inadequate premises not easily accessible to the public and to other problems such as safety, etc., which have already been described in this report.

17. An opportunity exists to apply a solution already successfully implemented at another ECLAC office, where it is working well today. We need be in no doubt that that success can be repeated and that adequate, spacious, safe and functional offices can be built while meeting the aesthetic requirements stipulated in the specifications for United Nations building work.

18. There is no question that if the ECLAC offices were set up in the area suggested by the host Government, the other agencies would take steps to locate their offices there as well. Such was the intention expressed at several meetings between the inspector and the representatives and directors of the specialized agencies in Port of Spain.

19. The following is a breakdown of the rents paid by some organizations currently located in Port of Spain.

Table

Organization	Annual rent (TT$)	Annual rent (US$)	Percentage increase	Lease term
ECLAC 1/	369 154	± 103 000	12%	6 years
UNDP 2/	155 946	± 44 000	15%	5 years
FAO 3/*	120 000	± 34 000	-	-
UNESCO 4/	N/A	N/A	-	N/A
ILO	276 000	± 78 000	-	-

* The Government pays TT$ 36,000 (± US$ 9,000).

1/ Occupies less than 500 m^2.

2/ Occupies about 300 m^2.

3/ Occupies about 250 m^2.

4/ Occupies about 200 m^2.

20. It is clear from the above table what savings the agencies would achieve by having their own premises and what facilities they would enjoy if they were concentrated in a single area and not, as at present, scattered throughout

Port of Spain. Lastly, they would have a greater sense of coordination and would better discharge their obligations to the countries of the region.

21. The suggestion that the various agencies of the United Nations should be located in an area fulfilling all the requirements for the proper functioning and administration of the services demnaded by the Caribbean community is fully justified, and we recommend that action should be taken to set the building project in motion.

22. Recommendation No. 1: As a first step, ECLAC should immediately begin talks with the Government on negotiations leading to the donation of the piece of land which is to house the subcommission's offices.

23. Recommendation No. 2: Once the first phase is complete, in-situ arrangements for the construction of the offices (solution: CELADE-ECLAC) would have to be studied and made. This would necessitate: "The financial arrangements required for the building work to be done once the present lease with the Trinidad Publishing Co. expires".

24. Recommendation No. 3: All agencies now paying rent to third parties should alert their respective organizations to the savings they would achieve if they had their own land and buildings.

25. Recommendation No. 4: All agencies should emphasize, in their cost rationalization studies, the savings and benefits in terms of safety, transportation, maintenance and other costs to be obtained from locating all the agencies in the same place.

ANNEX 1

ECLAC (Trinidad and Tobago)

TRINIDAD

REG. ON 30.5.88

REG. No. 8662 of 1988

THIS LEASE made the day of April in the year of Our Lord One Thousand Nine Hundred and Eighty-Eight Between TRINIDAD PUBLISHING COMPANY LIMITED a company duly incorporated under the Laws of Trinidad and Tobago and having its registered office at No. 22-24 St. Vincent Street, in the City of Port of Spain, in the Island of Trinidad (hereinafter called "the Lessor" which expression where the context so admits shall include the reversioner for the time being immediately expectant on the determination of the term hereby created) of the One Part and UNITED NATIONS ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN represented by CLYDE APPLEWHITE, Director of its Subregional Headquarters for the Caribbean situated at Room 300 Salvatori Building, in the City of Port of Spain, in the Island of Trinidad, (hereinafter called "the Lessee" which expression where the context so admits shall include its successors in title and its permitted assigns) of the Other Part.

WHEREAS the Lessor is the owner of the building (hereinafter called "the Building") being No. 22-24 St. Vincent Street, in the City of Port of Spain aforesaid and at the Lessee's request is desirous of letting a portion thereof to the Lessee for the purpose of carrying on therein the Lessee's business.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the rent hereinafter reserved and of the convenants of the part of the Lessee hereinafter contained the Lessor HEREBY DEMISES unto the Lessee ALL those premises (hereinafter referred to as "the Demised Premises") being the Second Floor of the Building comprising 14,868 square feet TOGETHER with:

(a) the exclusive right to use at all times during the term hereinafter created the lavatories and conveniences on the Demised Premises; and

(b) the right for the Lessee its servants customers licensees and persons authorized by it in common with the Lessor and its other tenants or Lessees of the remaining portion of the Building and all other persons having the like right at all times during the term hereby created to use the entrance hall lifts, staircases, landings, passages, lobbies, driveways and the forecourt for purposes of ingress and egress only to and from the Demised Premises but not for any other purpose;

/...

(c) the exclusive right for the Lessee, its servants, customers, licensees and persons authorized by it to use eight (8) parking lots for motor vehicles in the area provided by the Lessor for that purpose;

excepting and reserving to the Lessor:-

(a) all rights of light and air and all other easements over or in respect of or arising out of the Demised Premises or any adjoining premises;

(b) all water and air-conditioning pipes, ventilation ducts, electric and other wires, flues and drains now or hereafter laid or constructed by the Lessor in through or under the Demised Premises or any adjoining premises and the free and interrupted use of the same.

TO HOLD the same unto the Lessee from the First day of May, 1988 for the term of SIX YEARS.

2. The Lessee shall during the said term pay to the Lessor in manner and subject to the provisions hereinafter appearing the following annual rents that is to say:-

(a) during the first, second and third years of the said term THREE HUNDRED AND THIRTY THOUSAND AND SIXTY-NINE DOLLARS AND SIXTY CENTS;

(b) during the fourth, fifth and sixth years of the said term, such sum or sums as may be agreed by and between the parties hereto as to be the current market rental value of the Demised Premises on the 1st day of April, 1991, such rental not be less than or to exceed by more than 12 per cent the rent currently payable disregarding any increase in the current rental value of the Demised Premises attributable to any alterations or additions carried out to the Demised Premises by the Lessee with the consent of the Lessor during the term or during any previous occupation of the Demised Premises by the Lessee or in default of such agreement as may be determined by arbitration in accordance with the provisions of Clause 5 (g) hereof.

such rents to be clear of all deductions and to be payable in advance by equal monthly instalments on the First day of each and every month during the said term.

3. The Lessee to the intent that the obligations hereby created should continue throughout the said term HEREBY COVENANTS with the Lessor as follows:

(a) To pay the rents hereinbefore reserved at the times and in the manner in which the same are made payable without any deductions.

(b) From time to time and at all times during the term to keep in good and substantial repair and condition the inside of the Demised Premises including the doors and windows and the Lessor's fixtures therein and additions thereto (fair wear and tear, damage by fire, Act of God or any other cause beyond the control of the Lessee excepted save where any insurance moneys which might otherwise be recoverable are rendered irrecoverable by and in consequence of the act or default of the Lessee).

(c) Subject as hereinafter provided not to make or suffer to be made any alterations in the construction of the Demised Premises without the previous written consent of the Lessor and not without the like consent to cut alter or injure any of the walls timbers or floors thereof and at the request of the Lessor to remove at its own cost on the termination of the Lease any alterations made to the Demised Premises.

(d) At the end or sooner determination of the term hereby granted and unless otherwise agreed peaceably to yield up to the Lessor the Demised Premises together with all the fixtures and fittings therein (tenant's fixtures excepted) in good and substantial repair and condition in accordance with the Lessee's convenants in that behalf contained.

(e) To permit the Lessor and any person or persons authorized by the Lessor with or without surveyors agents workmen and others at mutually agreed times during the daytime and in case of fire or other emergency at any time to enter into and upon the Demised Premises for any purpose connected with the management repair or protection of the Building or of the Demised Premises and in particular but without in any way limiting the generality of the foregoing and having due regard not to disrupt the normal work of the Lessee:

(i) To view and examine the state and condition of the Demised Premises and upon notice being given by the Lessor the Lessee will repair and make good all defects in accordance with the Lessee's covenants in that behalf hereinbefore contained within a period of one month after such notice Provided that if the Lessee shall fail to comply with the requirements of any such notice it shall be lawful for but not obligatory on the Lessor (without prejudice to the right of re-entry under Clause 5 (b) hereof) to re-enter upon the Demised Premises and repair the same and the expense of such repairs shall be repaid by the Lessee to the Lessor on demand.

(ii) To take inventories of the fixtures (other than the tenant's fixtures) therein.

(iii) To execute such repairs, additions or alterations (including painting) as the Lessor may consider to be necessary or advisable to the Building or to the water or air-conditioning pipes, ventilation ducts, electric and other wires, flues and drains in or upon the Demised Premises and to execute such repairs, additions and alterations on any adjoining premises or buildings belonging to the Lessor while making every effort not to disrupt the normal work of the Lessee.

(iv) During the last three months of the said term to allow the Lessor to show the Demised Premises to prospective tenants at mutually agreed times.

(f) Not to permit any person to sleep in the Demised Premises nor to use or permit the Demised Premises or any part thereof to be used for residential purposes or for illegal or immoral purposes or for any purpose of a nature likely to injure the reputation of the Building or in any manner otherwise than as commercial offices and not to store or permit to be stored therein any dangerous offensive or inflammable substances or things nor to do or permit to be done therein anything which may be or become a nuisance, annoyance or inconvenience to the Lessor or its tenants nor cause or permit the Demised Premises or any part thereof to be subject to the requirements of any statute or regulation affecting factories or public health by reason of the business carried on or the class or number of employees of the Lessee nor install on the Demised Premises any plant machinery or furniture which by reason of its weight size bulk noise or vibration while in use or any other reason whatsoever is likely to be or become a nuisance temporary or permanent to other occupants of the Building nor to use the electric power supplied to the Demised Premises for any purpose other than for normal office machinery and for lighting the Demised Premises nor obstruct in any manner the vestibules entrances passages corridors stairs lifts and landing of the said building.

(g) Not without the consent in writing of the Lessor first had and obtained and in accordance with plans to be submitted to and approved by the Lessor make any alteration or addition to the Demised Premises or to the electric wiring water or other fixtures or apparatus installed therein or to install any electrical apparatus air-conditioning unit or other thing that might protrude outside the exterior of the said building nor to affix any external blinds to any windows and (save as hereinafter provided) not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Demised Premises or of the Building any name, placard, poster, flag, sign or advertisement and not to hang, place, deposit, or expose outside any part of the Demised Premises any goods, articles or things for sale or otherwise and not to hold or permit to be held any sale by auction on the Demised Premises Provided However that the Lessee shall be at liberty to place such

inscriptions as it may desire on the external doors of the Demised Premises such inscriptions to conform to the standard requirements of the Lessor.

(h) Not without the consent in writing of the Lessor first had and obtained and only at such times as may be specified by the Lessor to permit to be brought into or moved in the Demised Premises any safe or other heavy article the total weight of which exceeds 50 pounds per square foot and not to permit the same to be placed or kept in any position not approved of by the Lessor and to indemnify the Lessor against all actions, claims and demands arising out of a breach of this sub-clause or arising out of the fact that the maximum floor stress of the Demised Premises of the Building (which the Lessee shall be obliged to ascertain from the Lessor's architect) is at any time exceeded.

(i) Not to bring upon the Demised Premises nor to do or permit to be done in or upon the Demised Premises anything which may invalidate or render void or voidable any policy or policies of insurance effected by the Lessor from time to time against loss or damage by fire in respect of the Demised Premises or the Building or any fixtures or chattels therein nor which may cause any premiums payable by the Lessor in respect of any such policy to be increased.

(j) Not without the consent in writing of the Lessor first had and obtained to stop block or darken any window or light of the Demised Premises and if so required by the Lessor at the Lessor's expense to take all such steps as may be necessary or advisable to prevent any encroachment or easement of light or air being acquired or enjoyed over upon or against the Demised Premises.

(k) Not to assign underlet part with the possession of the Demised Premises or any part thereof without the previous consent in writing of the Lessor, provided, however, that such consent shall not be unreasonably withheld in the case of a responsible or respectable person, firm or corporation and provided further that the Lessor shall be entitled to require proper and adequate references (not exceeding two in number) relating to the proposed assignee or undertenant.

(l) Within one calendar month after any assignment underletting or devolution of the Demised Premises or any part thereof to produce to the Lessor proper or sufficient evidence thereof.

(m) To pay all expenses (including attorney's fees) incurred by the Lessor incidental to the preparation and service of any notice under the Landlord and Tenant Act or any other law in force in Trinidad.

(n) To observe and comply with all rules and regulations made by the Port of Spain City Corporation and any other local authorities and with such reasonable rules and regulations that may from time to time be imposed by the Lessor for the management of said building.

(o) To repay to the Lessor all costs and other expenses incurred by the Lessor in connection with the preparation, stamping and registration of these presents.

4. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:-

(a) To pay and discharge all existing and future rates, taxes, assessments, electrical charges and other outgoings (other than outgoings and expenses attributed solely to the Lessee) payable in respect of the Building and the lands upon which the same stands.

(b) At all times during the said term to keep the main walls and timbers, the roof drains and exterior of the Building and the staircase entrance hall lifts and passages leading to the Demised Premises in good and substantial repair and in clean and proper order and condition and also to keep the floors and structure of the Building and all the upper parts of the Building and all cisterns and water pipes in such good and substantial order and condition as will prevent any damage to the Demised Premises or the furniture or contents thereof by structural disturbance leakage of water or otherwise and to make good all damage thereto caused by any such want of repair of leakage.

(c) So far as is practicable but subject always as provided in sub-clause (e) hereof to keep the entrance hall passages staircases and lifts leading to the Demised Premises properly cleaned and lighted and lifts in proper working order and to employ security services for the protection of the Demised Premises as well as of the other parts of the Building at night and for which security services the Lessee shall pay a proportionate part of the cost.

(d) At all times during the term hereby created to provide reasonable air-conditioning for the Demised Premises and to keep and maintain the air-conditioning equipment in good and proper working order the cost and expenses arising from and consequent upon the performance or observance by the Lessor of which obligation being for the account of the Lessor.

(e) Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of any interruption in any of the services hereinbefore mentioned by reasons of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, act of God or other cause beyond the Lessor's control or by reason of mechanical or other defect or

breakdown or other inclement conditions or unavoidable shortage of fuel, materials, water or labour.

(f) Adequately to insure the Building against fire earthquake hurricane malicious damage civil commotion and riot.

(g) On the written request of the Lessee made not less than three months before the expiration of the term hereby created the concurrence to which request shall not be unreasonably withheld at the expense of the Lessee to grant to it a Lease of the Demised Premises for a further term of THREE YEARS from the expiration of the said term herein created at a rental to be agreed upon but containing the like covenants stipulations and provisions as are herein contained but excluding the covenant for renewal. PROVIDED that if upon any such renewal as aforesaid the parties shall be unable to agree upon a rental then such dispute shall be referred to Arbitration in accordance with sub-clause (g) Clause 5 hereof.

(h) The Lessee paying the rent hereby reserved and performing and observing the covenants, conditions and provisions herein contained and on the part of the Lessee to be performed and observed shall peaceably hold the Demised Premises during the said term without any interruption by the Lessor or by any person rightfully claiming under or in trust for it.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

(a) Notwithstanding the provision of Clause 3 (c) hereof, the Lessee shall be at liberty at any time during the term hereby granted to affix and exhibit the United Nations flag, emblem or nameplate on external or internal surfaces in places to be mutually agreed on between the Lessor and the Lessee and to change alter add to or modify at the Lessee's expense the interior decor and the internal layout and arrangement of the partitioning of the Demised Premises and to obtain all necessary planning consents and other consents necessary under the provisions of any statute rule order regulation or byelaw applicable thereto and to carry out such works in accordance with the conditions thereof.

(b) If the rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for 21 days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee to be performed and observed or if the Lessee shall be wound up either voluntarily (save for the purpose of amalgamation and reconstruction) or compulsorily or in the event that an assignee or underlessee of the Lessee not being a corporation shall become bankrupt or have a receiving order made against him or enter into any arrangement or composition for the

benefit of the creditors of such assignee or underlessee or the Lessee shall permit any execution to be levied on the Demised Premises then it shall be lawful for the Lessor to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thence forth AND so that the term hereby granted shall absolutely determine as if this Lease had not been made but without prejudice to any right of action or remedy of either party against the other in respect of any antecedent breach of the covenants or provisions herein contained.

(c) In the event of the Demised Premises or any part thereof at any time during the term hereby created being damaged or destroyed by fire earthquake or other nazard beyond the control of the Lessee so as to be unfit for occupation and use than the rent hereby reserved or a fair and reasonable proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use.

(d) The Lessee shall be entitled to determine this Lease on 30 days' written notice if the Lessor be in breach of any of the Lessor's covenants or obligations under this Lease, and fail to rectify such breach within sixty (60) days of written notice from the Lessee specifying the breach.

(e) (i) This lease shall be held firm and binding and cannot be terminated before the expiration of the said period of SIX YEARS except:

(a) at any time during the tenancy hereby created in the event that the Lessee decides to terminate or substantially curtail the activities of its Sub-regional Headquarters for the Caribbean or to withdraw its offices from the City of Port of Spain or in the event of the Government of Trinidad and Tobago providing office facilities for the Sub-regional Headquarters of the Lessee.

(ii) In any one of the foregoing instances set out in (a) above the Lessee shall have the right to give FOUR MONTHS notice in writing to determine this lease.

(iii) Immediately after the expiration of the said notice of this present lease, and everything herein contained shall cease and be void without prejudice to any claim by either party against the other in respect of any antecedent breach of any convenant or condition herein contained. The amount of rent to be paid will be calculated on a proportional basis up to the date on which the said notice expires.

(f) Any notice required to be served hereunder shall be given and shall be deemed to have been duly and sufficiently given to the Lessee if addressed to it and left on or forwarded to it by prepaid post to the Demised Premises or to its last known place of business in Trinidad and shall be given to the Lessor if addressed to it and left at or sent by prepaid post to its registered office for the time being in Trinidad. A notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent.

(g) If any question difference or dispute shall arise between the parties hereto or any person persons or corporation claiming under them respectively concerning or touching the construction of any clause herein contained or of the rights duties or liabilities of the parties hereto or in any way touching or arising out of these presents the same shall be referred to the determination of a single arbitrator if the parties can agree one or otherwise to two arbitrators one to be appointed by each party to the dispute and of an umpire to be appointed by such arbitrators. The parties will determine by agreement between them the arbitral procedure to be used. The parties agree to be bound by any award so made as the final adjudication of any such question, difference or dispute.

6. In accordance with the resolutions adopted by the United Nations General Assembly, it is a condition of this Lease that the Lessor does not collaborate with South Africa, and that no South African product shall be purchased directly or indirectly for purposes of delivery, distribution, installation or use under this Lease.

7. Nothing in or relating to this Lease shall be deemed a waiver of any of the privileges or immunities of the United Nations or of the Agreement between the United Nations Economic Commission for Latin America and the Caribbean and the Government of Trinidad and Tobago governing the operation in Trinidad and Tobago of the Office of the Economic Commission for Latin America and the Caribbean signed on 29th November, 1968.

8. Nothing contained in this Lease shall be deemed a waiver express or implied, of any immunity from suit or legal process or of any privilege, exemption or other immunity enjoyed by the Lessee whether pursuant to the convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of any international or national character or otherwise.

IN WITNESS WHEREOF the Common Seal of TRINIDAD PUBLISHING COMPANY LIMITED was hereto affixed the twelfth day of April one thousand nine hundred and eighty-eight and CLYDE APPLEWHITE as Director of the Subregional Headquarters for the Caribbean of the UNITED NATIONS ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN has hereunto set his hand the twelfth day of April one thousand nine hundred and eighty-eight.

This Deed was prepared by me

Attorney-at-Law
J.D. Sellier & Co.
129/131 Abercromby Street
Port of Spain

The Common Seal of TRINIDAD PUBLISHING COMPANY)
LIMITED was hereunto affixed by order and)
authority of the Board of Directors and in)
conformity with the Articles of Association in)
the presence of:)

SIGNED AND DELIVERED BY CLYDE APPLEWHITE as)
Director of the Subregional Headquarters for)
the Caribbean of the UNITED NATIONS ECONOMIC)
COMMISSION FOR LATIN AMERICA as and for its)
act and deed in the presence of:)

This page forms part of the Deed of Lease made between
TRINIDAD PUBLISHING COMPANY LIMITED of the One Part and
UNITED NATIONS ECONOMIC COMMISSION FOR LATIN AMERICA
AND THE CARIBBEAN of the Other Part.
Dated this 12th day of April 1988.

Attorney-at-Law

ANNEX 2

ILO office

GOPEESINGH, MARTINEAU, EDWARDS & CO.
ATTORNEYS-AT-LAW

REPUBLIC OF TRINIDAD AND TOBAGO

State Stamp: 07/02/91

Amount of s/DUTY: 07/02/91

Date of Registration: 07/02/91

Registered No.: 2112/1991

This Deed was prepared by me,

/S/ Kamini Gopeesingh

ATTORNEY-AT-LAW

GOPEESINGH, MARTINEAU, EDWARDS & CO.

89 EDWARD STREET

PORT-OF-SPAIN

THIS DEED is made the 5th day of February in the Year of Our Lord One Thousand Nine Hundred and Ninety-One BETWEEN DEONARAYAN OMAH MAHARAJH of No. 30 Eastern Main Road St. Augustine in the Island of Trinidad in the Republic of Trinidad and Tobago Medical Practitioner (hereinafter called "the Lessor" which expression shall where the context so admits include his successors-in-title and assigns) of the One Part AND INTERNATIONAL LABOUR ORGANISATION CARIBBEAN OFFICE acting by IAN CHAMBERS (hereinafter called "the Lessee") of the Other Part.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the rent covenants and provisions hereinafter reserved and contained the Lessor HEREBY DEMISES AND LEASES unto the Lessee ALL those premises land and buildings thereon in the City of Port-of-Spain known and assessed as No. 11 St. Clair Avenue (hereinafter referred to as "the demised premises") TO HOLD the same unto the Lessee from the 1st day of October One Thousand Nine Hundred and Ninety for the term of FIVE (5) YEARS YIELDING AND PAYING THEREFORE during each of the first and second years of the

said term the yearly rent of TWO HUNDRED AND SEVENTY-SIX THOUSAND DOLLARS ($276,000.00) by equal monthly payments of TWENTY-THREE THOUSANDS DOLLARS ($23,000.00) during each of the third fourth and fifth years of the said term the yearly rent of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) by equal monthly payments of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) in all cases in advance on the first day of each and every month.

2. The Lessee to the intent that its obligations may continue throughout the term hereby granted hereby covenants with the Lessor as follows:-

(a) That the Lessee shall and will well and truly pay or cause to be paid unto the Lessor without deduction the said rental hereinabove reserved at the respective times and in the manner hereinbefore appointed for payment thereof.

(b) That the Lessee shall from time to time and at all times during the said term well and good repair cleanse maintain amend the grounds and lawns and the paved portions thereof and to keep the interior of the demised premises including apparatus thereof and other convenience and appurtenances including air-conditioning units which shall belong to or be used for the demised premises and will comply with all lawful and proper notices and requirements of the Local Sanitary and Health Authorities and with all requirements of the Public Health Ordinance and other similar enactment and all authorities created thereunder with respect to the keeping and maintaining of the demised premises in a sanitary condition.

(c) That the Lessee will not use or cause to be used the demised premises or any part thereof for the purpose of any business other than the business of the Lessee or in any manner inconsistent with such use.

(d) That the Lessee will not assign or underlet the demised premises or any part thereof without the consent in writing of the Lessor first had and obtained such consent not being unreasonably withheld in the case of a responsible person firm or corporation and Provided that the Lessee shall not require the Lessor's consent if the proposed sub-tenant or assignee shall be another organ or specialized agency of the United Nations.

(e) That the Lessee will pay all electricity charges payable with respect to the demised premises.

(f) That the Lessee shall pay or refund to the Lessor any increase in the annual sums payable by the Lessor for rates taxes and other assessments in excess of what the rates taxes and other assessments would have been based upon the rent hereby agreed in respect of the demised premises provided always that the Lessor informs the Lessee within seven days prior to such an increase or proposed increase so that the Lessee may be associated with an objection against any such increase or proposed increase and failure to notify the Lessee would relieve the Lessee of the liability to pay any additional rates.

/...

(g) That the Lessee shall permit the Lessor or his agents and servants at all reasonable times during the said term with or without workmen and other persons to enter the demised premises and examine the state of repair and condition thereof and shall repair and make good all defects for which notice shall be given by the Lessor to the Lessee within one (1) calendar month after the giving of such notice.

(h) Not to do or suffer to be done on the demised premises anything whereby the insurance thereof may be rendered void or voidable or the premium increased.

(i) To keep the demised premises supplied and equipped with fire-fighting and extinguishing apparatus and appliances which shall be open to the inspection and maintained to the reasonable satisfaction of the local fire authority and also not to obstruct the access to or means of working of such apparatus and appliances.

(j) That the Lessee shall upon the expiration or sooner determination of this tenancy deliver up the demised premises to the Lessor in such state of repair condition order and preservation (fair wear and tear excepted) as shall be in strict accordance with the Lessee's covenants herein contained.

3. The Lessor hereby covenants with the Lessee as follows:-

(1) That the Lessee paying the rent reserved and observing and performing the several covenants herein on its part contained shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby created without any interruption or disturbance by the Lessor or any person or persons rightfully claiming under or in trust for him.

(2) To effect all repairs of a structural nature to the demised premises as and when they may become necessary except those occasioned or rendered necessary by the negligent act or default of the Lessee.

(3) Subject to the provisions of paragraph 2 (f) above to pay and discharge all rates taxes assessments duties and outgoings whatsoever which are now or during the said term shall be imposed assessed or charged upon the said premises.

(4) To keep the demised premises insured against loss or damage caused by fire, lightning, thunderbolt, explosion, riot, strikes, malicious damage, aircraft or articles dropped therefrom, earthquake, flood, hurricane, cyclone or tornado, burst pipes and other perils.

(5) To maintain a Public Liability Policy to cover bodily injury and property damage arising out of a structural defect of the demised premises.

PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That if the said monthly rent hereinbefore reserved or any part thereof shall be in arrear or unpaid for the space of one month after any of the days whereon the same ought to be paid as aforesaid although no formal demand shall have been made therefore or in case of breach or non-observance of any of the covenants herein contained by or on the part of the Lessee to be kept observed and performed then and in any of the said cases it shall be lawful for the Lessor to enter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as of their former state.

2. In the event of the demised premises or any part thereof being damaged or destroyed by fire, storm, tempest, earthquake or other act of God or of the State's enemies during the continuance of this demise so as to render the demised premises unfit for occupation or use the Lessor will until such time as the demised premises shall again be fit for occupation and use allow the Lessee total or just proportionate abatement of the rent hereby reserved as the case may be according to the nature and extent of the damage sustained until the demised premises shall have been again rendered fit for occupation and use.

3. If at any time during the said term the demised premises shall be destroyed or damaged by fire, storm, tempest or other act of God or of the State's enemies so as to become unfit for occupation or use and entitle the Lessee to a total suspension or abatement of the rent as hereinbefore provided then and in such case the Lessor shall be under no liability to rebuild the demised premises and in case of such destruction either party shall have the right to cancel annul and determine this lease by giving to the other fourteen (14) days notice in writing of such intention.

4. It is further understood and agreed that in case the Lessor decides to close down its offices in the country, or to remove it from Trinidad or to change the level of the Lessee's representation in the country, it shall have the right to terminate this lease upon giving written notice to the Lessor not less than ninety days in advance of surrender of the premises, without the Lessor having the right to any payment other than for rental to the date the Lessee surrenders the premises.

5. In the event of the Lessor failing to fulfil any of the conditions of this lease, and without prejudice to any other remedy which the Lessee may have for such failure the Lessee shall have the right either to terminate this lease without previous notice and/or at its option, to take any other measures which it may deem necessary to establish the conditions contemplated by this lease and at the entire cost and expense of the Lessor.

6. If any question, difference or dispute shall arise between the parties hereto or any person, persons, or corporation claiming under them respectively concerning or touching the construction of any clause herein contained or the rights duties or liabilities of the parties hereunder or in any way touching

or arising out of these presents the same shall be referred to the determination of a single Arbitrator if the parties can agree upon one or otherwise to two Arbitrators one to be appointed by each party or of an umpire to be appointed by such Arbitrators before proceeding in the reference in accordance with the Arbitration Act Chapter 5:01 or any statutory re-enactment or modification thereof for the time being in force.

7. Nothing contained in this agreement shall be deemed a waiver express or implied, of any immunity from suit or legal process or of any privilege, exception or other immunity enjoyed by the Lessee whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other convention, law or decree of any international or national character or otherwise.

IN WITNESS WHEREOF the Lessor has hereunto set his hand the 5th day of February One Thousand Nine Hundred and Ninety-One and IAN CHAMBERS on behalf of the Lessee has hereunto set his hand the 5th day of February One Thousand Nine Hundred and Ninety-One.

SIGNED AND DELIVERED by the within named DEONARAYAN OMAH MAHARAJH as and for his act and deed in the presence of:

/S/D. Omah Maharajh

/S/Cheryl Lynch
89 Edward St.
P.O.S.
Typist

And of me,
/S/Kamini Gopeesingh
Attorney-at-Law

SIGNED AND DELIVERED by the within named IAN CHAMBERS for and on behalf of INTERNATIONAL LABOUR ORGANISATION CARIBBEAN OFFICE in the presence of:

/S/Ian Chambers

/S/Annette Ching
c/o ILO - St. Clair Avenue
Programme/Research Asst.

And of me,
/S/Kamini Gopeesingh
Attorney-at-Law

ANNEX 3

UNDP office

TRINIDAD

THIS DEED is made the day of in the year of Our Lord One Thousand Nine Hundred and Ninety-One Between CARIBBEAN COMMERCIAL INSURANCE COMPANY LIMITED a company incorporated under the Companies Ordinance Ch. 31 No. 1 and having its registered office at No. 19 Keate Street, in the city of Port of Spain in the island of Trinidad hereinafter called "the Lessors" which expression shall where the context so admits include their successors-in-title and assigns of the One Part and UNITED NATIONS DEVELOPMENT PROGRAMME an organ of the United Nations, acting by Mr. Charles L. Perry its Resident Representative in Trinidad and Tobago (hereinafter called "the Lessee") of the Other Part.

NOW THIS DEED

WITNESSETH as follows:-

1. In consideration of the rent covenants and provisions hereinafter reserved and contained the Lessors HEREBY DEMISE AND LEASE unto the Lessee ALL that the First Floor of premises situated in the City of Port of Spain known and assessed as No. 19 KEATE STREET (hereinafter referred to as "the demised Premises") TO HOLD the same unto the Lessee from day of One Thousand Nine Hundred and Ninety-One for the term of FIVE YEARS AND PAYING THEREFOR unto the Lessors during the first and second years of the said term the monthly rent of Twelve Thousand Nine Hundred and Ninety-Five Dollars and Fifty Cents ($12,995.50 TT) and during the remainder of the said term the monthly rent of Fifteen Thousand, Two Hundred and Seven Dollars and Fifty Cents ($15,207.50 TT). The rent in respect of each month of the said term to be paid in advance on the First day of each month during the said term.

2. The Lessee to the extent that its obligations may continue throughout the term hereby granted covenants with the Lessors as follows

   (a) That the Lessee shall and will well and truly pay or cause to be paid unto the Lessors the said monthly rental hereinabove reserved at the respective times and in the manner hereinbefore appointed for payment thereof.

   (b) That the Lessee shall from time to time at all times during the said term well and good repair, cleanse, maintain, amend and keep the interior of the demised premises including apparatus all privy drains toilets sewers latrines wash basins and other sanitary and plumbing arrangements thereof and other conveniences and

appurtenances which shall belong to or be used for the demised premises and will comply with all lawful and proper notices and requirements of the Local Sanitary and Health Authorities and with all requirements of authorities created thereunder with respect to the keeping and maintaining of the demised premises in a sanitary condition.

(c) That the Lessee will not use or cause to be used the demised premises or any part thereof for the purpose of any business other that the business of the Lessee or in any manner inconsistent with such use.

(d) That the Lessee will not assign or underlet the demised premises or any part thereof without the consent in writing of the Lessors first had and obtained such consent not to be unreasonably withheld in the case of a responsible person firm or corporation and provided that the Lessee shall not require the Lessor's consent if the proposed sub-tenant or assignee shall be another organ or specialized agency of the United Nations entitled to sovereign or other immunity from judicial process.

(e) That the Lessee will pay all electricity charges payable with respect to the demised premises.

(f) That the Lessee shall pay or refund to the Lessors its due proportion of any increase in the annual sums payable by the Lessors for rates taxes and other assessments in excess of what the rates, taxes and other assessments would have been based upon the rent hereby agreed in respect of the area occupied by the Lessee provided always that the Lessors inform the Lessee within seven days prior to such an increase or proposed increase so that the Lessee may be associated with an objection against any such increase or proposed increase and failure to notify the Lessee would believe the Lessee of the liability to pay any additional rates.

(g) That the Lessee shall permit the Lessors or their Agents and servants at all reasonable times during the said term with or without workmen and other persons to enter the demised premises and examine the state of repair and condition hereof and shall repair and make good all defects for which notice shall be given by the Lessors to the Lessee within one calendar month after the giving of such notice.

(h) Not to do or suffer to be done on the demised premises anything whereby the insurance thereof may be rendered void or voidable or the premiums.

(i) To keep the demised premises supplied and equipped with fire-fighting and extinguishing apparatus and appliances which shall be open to the inspection and maintained to the reasonable

satisfaction of the local fire authority and also not to obstruct the access to or means of working of such apparatus and appliances.

(j) That the Lessee shall upon the expiration or sooner determination of this tenancy deliver up the demised premises to the Lessors in such state of repair condition order and preservation (fair wear and tear excepted) as shall be in strict accordance with the Lessee's covenants herein contained.

3. The Lessors hereby covenant with the Lessee as follows:-

(1) That the Lessee paying the rent reserved and observing and performing the several covenants herein on its part contained shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby created without any interruption or disturbance by the Lessors or any person or persons rightfully claiming under or in trust for them.

(2) To effect all repairs of a structural nature to the demised premises as and when they may become necessary.

(3) Subject to the provisions of Paragraph 2 (f), above to pay and discharge all rates taxes assessments duties and outgoings whatsoever which are now or during the said term shall be imposed assessed or charged upon the said premises.

(4) To keep building No. 19 Keate Street of which the demised premises form part in a Policy which covers the following perils Hurricane etc. in accordance with the terms set out in ROYAL CARIBBEAN INSURANCE COMPANY LIMITED Policy number F/6139 or other similar Insurance Policy AND IN ADDITION to maintain a public Liability Policy to cover Bodily Injury and property Damage to Third Parties limited to $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage to any one Claimant or any one accident or an aggregate limit of $1,000,000.00 for any one period of Insurance in accordance with ROYAL CARIBBEAN INSURANCE COMPANY LIMITED Policy 1 - 1960 both of which said Policies have been perused by the Lessee.

4. PROVIDED ALWAYS and it is hereby agreed between the parties hereto as follows:-

(1) That if the said monthly rent hereinbefore reserved any part thereof shall be in arrears or unpaid for the space of one month after any of the days whereon the same ought to be paid as aforesaid although no formal demand shall have been made therefore or in case of breach or non-observance of any of the covenants herein contained by or on the part of the Lessee to be kept observed and performed then and in any of the said cases it shall be lawful for the Lessors at any time thereafter to enter upon the demised premises or any part thereof in the name of the whole and thereupon this tenancy shall terminate.

(2) In the event of the demised premises or any part thereof being damaged or destroyed by fire, storm tempest, earthquake or other Act of God or of the State's enemies during the continuance of this demise so as to render the demised premises unfit for occupation or use the Lessors will until such time as the demised premises shall again be fit for occupation and use allow the Lessee total or just proportionate abatement of the rent hereby reserved as the case may be according to the nature and extent of the damage sustained until the demised premises shall have been again rendered fit for occupation and use.

(3) If at any time during the said term the demised premises shall be destroyed or damaged by fire, storm, tempest or other Act of God or of the State's enemies so as to become unfit for occupation or use and entitle the Lessee to a total suspension or abatement of the rent as hereinbefore provided then and in such case the Lessors shall be under no liability to rebuild the demised premises and in case of such destruction either party shall have the right to cancel annul and determine this lease by giving to the other fourteen days notice in writing of such intention.

(4) It is further understood and agreed that in case the Lessee decides to close down the office of its Representative in the country, or if Lessee decides to move its office, it shall have the right to terminate its lease upon giving three months written notice to the Lessor or by paying three months rent in advance reserving nevertheless the rights of the parties acquired before such determination.

(5) In the event of the Lessors failure to fulfil any of the conditions of this lease, and without prejudice to any other remedy which the Lessee may have for such failure the Lessee shall have the right either to terminate this lease without previous notice and/or at its option, to take any other measures which it may deem necessary to establish the conditions contemplated by this lease and at the entire cost and expenses of the Lessors.

(6) Any dispute arising out of or relating to the present Lease which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party in accordance with the Arbitration Act Chap: 5.01 of Trinidad and Tobago or failing that the UNCITRAL Arbitration Rules as at present in force.

(7) Nothing contained in this Agreement shall be deemed a waiver express or implied, of any immunity from suit or legal process or of any privilege, exemption or other immunity enjoyed by Lessee whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other convention, law or decree of an international or national character or otherwise.

(8) The Lessors shall at the written request of the Lessee (such request to be received by the Lessors not later than three months before the expiry of the term hereby granted) grant to the Lessee a lease of the demised premises for a further term of five years from the last day of the term hereby granted at a rent to be agreed between the parties.

IN WITNESS WHEREOF THE COMMON SEAL of The Lessors have been hereunto affixed the day of One Thousand Nine Hundred and Ninety-One and on behalf of the Lessee has hereunto set his hand the day of 1991.

THIS DEED was prepared by me
Attorney-At-Law

THE COMMON SEAL OF CARIBBEAN COMMERCIAL INSURANCE COMPANY LIMITED was hereunto affixed by the Secretary Thereof in the presence of one of the Directors authority of the Board of Directors and in conformity with the Articles of Association in the presence of	()	
SIGNED by the above named for and on behalf of	()	Charles L. Perry Resident Representative
UNITED NATIONS DEVELOPMENT PROGRAMME in the presence	()	Farouk Y. Tarzi Deputy Resident Representative
of:-	()	Sandra Baptiste Caruth Assistant Administrative Officer

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